

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF INDIANA
INDIANAPOLIS DIVISION

KEITH SMITH,)	
)	
Plaintiff,)	
)	Case No: 1:20-cv-1720
vs)	
)	
INSIGHT HEALTH CORP. LONG)	
TERM DISABILITY PLAN and)	
HARTFORD LIFE AND ACCIDENT)	
INSURANCE COMPANY,)	
)	
Defendants.)	

**COMPLAINT FOR REVIEW OF FINAL DECISION DENYING DISABILITY
INSURANCE BENEFITS TO PLAINTIFF**

Comes now the Plaintiff, Keith Smith, by counsel, Ashley D. Marks, and for his complaint for Damages against Defendants, Insight Health Corp. Long Term Disability Plan (“the Plan”) and Hartford Life and Accident Insurance Company (“Hartford”) states as follows:

I. Parties and Jurisdiction

1. That Plaintiff is a citizen of the State of Indiana residing in Marion County.
2. That Defendant, the Plan, is a welfare benefit plan for the employees of Insight Health Corp., a for-profit foreign corporation doing business in the State of Indiana.
3. That Defendant, Hartford, is an insurance company doing business in the State of Indiana.

4. Hartford issued the disability policy to the Plan that promises to pay disability benefits to employees if they are unable to work due to injury or illness.

5. Hartford is a fiduciary of the Plan.

6. Hartford processed and denied Plaintiff's disability claim.

7. Hartford is both the claims adjudicator and payer of this claim.

8. Hartford benefits financially from denying Plaintiff's claim.

9. Hartford has a conflict of interest in this claim.

10. That this court has jurisdiction pursuant to the Employee Retirement Income Security Act 29 USCA 1132(e)(1).

II. Factual Allegations

11. That Plaintiff was an employee of Insight Health Corp., whose principal office address is 5775 Wayzata Boulevard, Suite 400, Saint Louis Park, Minnesota 55416, where in his capacity as a technology supervisor, he was a participant in the Plan.

12. As an area supervisor, Plaintiff never reported of a physical office; he worked from home and drove within his regions to different hospitals depending on their needs.

13. That Plaintiff applied for long-term disability benefits and after a period of payments was denied continuing benefits under the aforementioned insurance policy on or about February 14, 2019.

14. That Plaintiff administratively appealed this denial, as he suffers from numerous medical impairments that qualify him for continuing benefits under the terms of the Plan.

15. That Defendants have wrongfully refused to award Plaintiff continuing disability benefits and wrongfully withheld monies rightfully due Plaintiff as a disabled insured participant under his policy and the Plan.

16. Defendants' decision denying his disability benefits was arbitrary and capricious.

17. That as a result of Defendants' conduct, Plaintiff has been denied benefits rightfully due him under the Plan and has incurred Attorney fees in order to rectify the harm done to him.

WHEREFORE, Plaintiff herein, by counsel, respectfully prays for judgment against the Defendants, with interest, in an amount commensurate with his past due benefits, interest, reinstatement of his benefits, for Attorney fee reimbursement, and for all other just and proper relief in the premises.

Respectfully submitted,

/s/ Ashley D. Marks
Ashley D. Marks
CHARLES D. HANKEY LAW OFFICE, PC
434 E. New York Street
Indianapolis, IN 46202
(317) 634-8565
(317) 634-9818
adm@hankeylaw.com